Scienta General Terms and Conditions

The applicability of any terms and conditions of the Client is hereby expressly excluded.

In the event of a conflict between the contents or interpretation of the Agreement and these General Terms and Conditions of Scienta, the former will prevail.

Definitions

'Scienta' refers to the limited partnership under Dutch law Syslogic VOF, trading as Scienta, registered with the Chamber of Commerce under number 08118746: the user of these Terms and Conditions.

'Client' refers to the party which entered into an Agreement with Scienta. Note: the Client can also be the Partner or End User.

'Partner' refers to any party such as a professional or industry association with which Scienta has entered into a framework agreement on behalf of several End Users (e.g. members of these organisations).

'End User' refers to individuals whom the Client has offered the opportunity to use the Software in accordance with this Agreement and/or these Terms and Conditions.

'Agreement' refers to the agreement, including its appendices, entered into between Scienta and the Client and whereby Scienta temporarily provides a license for using the Service.

'Appendices' refers to all appendices to the Agreement which form an integral part thereof.

'Account' refers to a unique username plus password allocated to the Client/End User upon completion of an electronic registration process, through which the Client/End User can gain access to the Software.

'Service' refers to the practice of providing remote availability of, and maintaining the availability of, a cloud solution (Software as a Service/SaaS), whereby Scienta provides the Software to the Client/End user remotely, without the Client and/or End User being provided with a physical medium containing the relevant software.

'Content' refers to information in the form of manuals (including quality manuals), copy, articles, flowcharts, forms, models, etc, for the purpose of a sector, industry and/or organisation.

'Content Provider' refers to organisations or individuals that write Content on behalf of specific sectors, industries or organisations. This Content is provided to End Users via the Software. The Client is also regarded as a Content Provider in the event that the company's own Content is provided through the Service.

'Software' refers to the computer software used for the management, use and implementation of Content which is provided to the Client by Scienta through Software as a Service or is made available for use, including any related new versions.

'Error' refers to the substantial failure to meet the Software specifications agreed between the Parties in writing. An error is only involved if the Client can demonstrate the error and if the error can be replicated. The Client is required to immediately alert Scienta to any errors.

'Helpdesk' refers to the Scienta desk where Clients and End Users can report on working days from 9:00 a.m. to 5:00 p.m. with questions regarding the Service and/or Software.

'Maintenance' refers to the maintenance performed by Scienta in relation to the Software, including support by means of the Helpdesk.

'SLA' refers to the Service Level Agreement entered into between the Parties for the purpose of the Maintenance and support of the Service and Software;

'Website' refers to the website www.scienta.nl.

Article 1. General information

1. These Terms and Conditions apply to all offers, quotes and Agreements entered into between Scienta and a Client to which Scienta has declared these Terms and Conditions to be applicable. If the Client enters into an Agreement with Scienta, this means it accepts the applicability of these Terms and Conditions unconditionally. The use of the Service by the End User means that the End User also unconditionally accepts the applicability of these Terms and Conditions.

2. These Terms and Conditions also apply to Agreements entered into with Scienta, for the performance of which Scienta must engage the services of third parties.

3. In the event that one or more provisions of these Terms and Conditions were to become invalid or null and void at any time in whole or in part, the remaining provisions of these Terms and Conditions will remain in full force and effect. Scienta and the Client will then consult with one another in order to agree new provisions in order to replace the invalid or null-and-void provisions. In so doing, the purpose and intent of the original provisions will be matched as closely as possible.

4. Any departures from these Terms and Conditions will only be valid if they have been expressly agreed by the Parties in writing. These departures only apply to the specific Agreement to which the departures relate.

5. Scienta reserves the right to amend or add to these Terms and Conditions. Any amendments will also apply to all Agreements entered into, subject to a period of thirty (30) days following the announcement of the amendment through the Website and/or email.

Article 2. Negotiation of the Agreement and Creation of the Account

1. Any communications issued by Scienta in any manner whatsoever in relation to the Service will always be deemed to be a no-obligation offer.

2. An Agreement is only considered to have been negotiated as soon as Scienta sends the confirmation of the Agreement, unless otherwise agreed by the Parties in writing.

3. There are several versions available of the Service; the relevant version is specified in the Agreement.

4. Scienta is entitled to contact End Users on a commercial basis in order to enter into agreements for other versions, unless expressly otherwise agreed with the Client in writing.

5. Clients/End Users must create an Account in order to gain access to a Service. The Client/End User must have a personal Account; this means it is not permitted to create general Accounts.

6. Clients/End Users are personally responsible for their Account. Clients/End Users are required to keep their personal password and username a secret/confidential. Clients/End Users guarantee Scienta that the password will not be used by unauthorised individuals, and are personally liable for the consequences of any unauthorised use, misuse or inaccurate/incompetent use of the personal password. Scienta will not be liable for any loss or damage arising from the allocation and transmission by e-mail of personal passwords.

7. The Client/End User acknowledges that Scienta is entitled at all times to temporarily or permanently deny access to the Service and/or Software and to suspend or cancel the use of the Service with immediate effect to the Client/End User who proves to be under the age of 18 and is therefore not legally competent. Scienta will also have this right if the Client/End User has provided inaccurate details or has failed to meet one or more provisions of these General Terms and Conditions and the Agreement, notwithstanding Scienta's right to compensation.

8. Scienta or a third party whose services Scienta has engaged in the performance of the Agreement will not be liable for any loss or damage arising from the misuse of Accounts.

9. The Client, like any Partner who enters into the Agreement with Scienta on behalf of End Users, is expressly responsible for compliance by End Users with the Agreement and these General Terms and Conditions.

Article 3. Term of the Agreement

1. The Agreement will be entered into for a period of one (1) year, unless the Parties have expressly agreed otherwise in the Agreement.

2. Once the period specified in the foregoing paragraph has elapsed, the Agreement will be tacitly renewed each time for an uninterrupted period of one (1) year. This applies unless either Party terminates the

Scienta General Terms and Conditions

Agreement a minimum of three (3) months before the end of the current period by registered letter.

3. In the event that the Agreement has been terminated, the Client will immediately suspend the use of the Software, and keep it suspended. In addition, on termination of the Agreement, the Client will no longer have access to the Software and its details. On termination of the Agreement for whatever reason, Scienta will not reimburse any amounts to the Client.
4. The Client is not entitled to sell and/or transfer the rights and/or obligations under the Agreement to a third party.
5. Scienta will be entitled to transfer its right to payment of compensation under the Agreement to a third party, as well as being authorised to sell and/or transfer the rights and/or obligations under the Agreement to a third party.

Article 4. License
1. Scienta will grant the Client/End User the non-exclusive right to use the Software during the term of the Agreement, for the purpose of the Client's/End User's internal business operations. The number of End Users is the number stated in the Agreement.
2. The license exclusively comprises the powers and authorities expressly assigned in these Terms and Conditions.
3. The license exclusively comprises the visualisation of, access to and operation of the Software by End Users by means of a computer or similar data-processing equipment, in accordance with the applicable written specifications and instructions provided by Scienta.
4. End Users are understood to exclusively include individuals who are unambiguously designated in the Agreement as being authorised to use the Software.
5. This license is always provided on condition of full and timely payment by the Client of the fee applicable to the Software.
6. The Client/End User is not permitted to integrate the Software in whole or in part or to combine it with software provided by third parties or by the Client/End User itself without Scienta's express written consent.
7. The license solely covers the use of the Software and does not extend to the Software source code. The Software source code will not be provided to the Client.
8. The Client/End User will solely be authorised to use the Software for the purpose of its own business or organisation and exclusively for the purpose for which it was designed.

Article 5. Performance
1. Scienta will make every effort to ensure that the agreed Service functions properly at all times and seeks to achieve the highest level of availability, quality and security for the Service. However, Scienta provides no guarantee whatsoever of any kind in relation to the above.
2. Scienta is authorised to collaborate with software providers for the purpose of the Service in order to create links with the Software.
3. The Client is personally responsible for providing instructions to, and the use of the Software by End Users, irrespective of whether these End Users are in a position of authority toward the Client.
4. The Client determines how it and its End Users utilise the Service.
5. Scienta can continue the provision of the Service while using a new or modified/updated version of the Software. Scienta will not be obliged to maintain, change or add specific qualities/properties of the Service or Software specifically for the Client.
6. If the new and updated version contains new functionalities/features, Scienta may charge an additional fee. The Client will not be obliged to purchase this new functionality.
7. Scienta will not be obliged to provide the Client or End User with a physical medium containing the Software under the Agreement.
8. A functionality of the Service refers to the use of third-party services. The Client may indicate that it does not wish to use this functionality.
9. Any agreements made regarding service levels (i.e. in a Service Level Agreement) will be expressly agreed exclusively in writing at all times. The Client will always inform Scienta regarding any and all circumstances which could potentially affect the services and the availability of these services.

10. In the event that terms are agreed between the Parties regarding service levels, the availability will be measured by excluding from consideration any previously announced downtime due to maintenance (see Article 8). This also applies to any circumstances falling outside Scienta's scope. Barring evidence to the contrary, the availability and service level(s) measured by Scienta will be deemed to be full evidence.
11. The Client is expressly prohibited from allowing one or more End Users to use the Service via general accounts or in any other manner whatsoever, other than contractually agreed between the Parties.
12. Scienta provides the Services on a fair-use basis; this means that essentially no restrictions are imposed on the system load created by the Client, unless otherwise provided for in the Agreement. However, in the event of excessive use (defined as use which is significantly higher than the average client) on the part of the Client, Scienta reserves the right to take technical measures at its discretion.
13. The Client must, immediately after being informed by Scienta of any excessive system and/or network load, immediately take measures to terminate this. Scienta will be authorised to suspend the provision of the Service and/or any other obligation to be complied with under the Agreement in the event of consistently excessive system and/or network load.
14. In the event of consistently excessive system and/or network load, the Parties will consult with one another regarding the resulting costs.
15. The Partner/Client/End User will be entitled to contact Scienta at any time with regard to requirements relating to the Service. Scienta will be free to respond as it sees fit in this case. Any needs fulfilled by Scienta in any form whatsoever do not entitle the contributor to any rights.

Article 6. Content
1. Scienta will be entitled to enter into agreements with all Content Providers in order to provide End Users access to all the Content they require.
2. Any Content obtained from a Content Provider is copyright-protected and will remain the permanent property of the Content Provider.
3. The Content is intended exclusively for use within the internal organisation and cannot be reproduced, copied or replicated either in whole or in part in any manner whatsoever other than in the context of the Agreement.
4. The inclusion or availability/presence of third-party Content within the Software or the option to link third-party applications to the Software related to the Service does not imply that Scienta has approved or verified this Content. Scienta accepts no responsibility for the content and procedures of Content used by the Content Provider or third parties or for any use thereof by End Users.
5. The use of third-party Content may be subject to General Terms and Conditions and/or privacy statements of those parties. The use of the Content results in acceptance by the Client/End User of these General Terms and Conditions and/or privacy statements.
6. The Client indemnifies Scienta against any loss and costs arising from and/or related to third-party claims, on any basis whatsoever, in connection with the use by the Client or its End Users of the third-party software, including any acts by the Client/End User which may conflict with the applicable conditions for use relating to the third-party software or infringement of the intellectual property rights related to the third-party software.

Article 7. Support
1. In the event that the services provided to the Client under the Agreement also comprises support to End Users, Scienta will provide advice by telephone or email regarding the use and operation of the Software referred to in the Agreement and regarding the use of the Service.
2. Scienta may attach conditions to the qualifications and the number of contacts eligible for support.
3. Unless otherwise agreed between the Parties in writing, support will be provided solely on working days during regular opening hours at Scienta.

Scienta General Terms and Conditions

4. Support, in any event, expressly does not include:
   - any work related to system configurations, hardware and networks;
   - on-site support;
   - an increase in the number of features and options in the Software (i.e. upgrades) at the Client's request;
   - work related to external databases of suppliers other than Scienta;
   - installation, configuration, training or any other services not expressly specified in the Agreement;
   - support for operating software and other software applications developed by companies other than Scienta;
   - file repairs, where the cause cannot be attributed to the Software;
   - advisory/consultancy services related to the Content and the use thereof;
   - advisory/consultancy services on any topic other than the use and operation of the Software specified in the Agreement and regarding the use of the Service;
   - support for the internet connection;
   - support in an environment which is not supported in accordance with the system requirements.
5. As part of the provision of support, Scienta is authorised to access the Client's data which it has entered into using the Software.
6. In the event that Scienta, at the Client's behest, nevertheless performs any work not agreed between the Parties or specified in paragraph 4, Scienta will charge this work to the Client in addition to the regular fees payable, in accordance with the prices and expenses incurred by Scienta at that time.

Article 8. Consultancy services
1. Scienta can provide IT-related consultancy services if so agreed between the Parties in writing.
2. Scienta will endeavour to provide the services with care, if and when necessary in accordance with the agreements and procedures agreed with the Client in writing.
3. All services provided by Scienta are provided based on a best-efforts obligation.
4. If a Service Agreement has been entered into with a view to performance by a specific individual, Scienta will be authorised, following consultation with the Client, to replace this person with one or more individuals with the same or similar qualifications.
5. Unless otherwise agreed between the Parties in writing, the use of the Client of advice provided by Scienta will always be at the Client's risk and expense.

Article 9. Maintenance
1. Scienta can deactivate all or part of the Service for the purpose of preventive, corrective or adaptive maintenance. Scienta warrants that the period of downtime will not last longer than strictly necessary, will be scheduled outside office hours as much as possible, and will commence following notification to the Client, depending on the circumstances.
2. Scienta does not guarantee that the Software to be provided to the Client as part of the provision of the Service is free from Error and operates without any interruptions.
3. Scienta cannot guarantee that no Errors will occur and that any Errors that do occur will be resolved. However, Scienta will endeavour to restore any Errors in Services as soon as possible.
4. Scienta will never be obliged to restore Errors free of charge. In the event of any errors in use or incompetent use on the part of the Client, usage in contravention of the Agreement or these Terms and Conditions or another cause not attributed to Scienta.
5. Scienta will be authorised at all times to apply temporary solutions, workarounds or problem-evading restrictions in the Software. Scienta will never be required to repair damaged or lost data.

Article 10. Client's obligations
1. The Client is personally responsible for ensuring that the software, hardware (including peripherals) and/or connections (including internet connections) necessary to be able to use the Software is and remains available.
2. The Client is personally responsible for taking the necessary measures to protect its hardware, software and telecommunications and internet connections from viruses, cybercrime and unauthorised use by third parties.
3. The Client ensures that it does not use any hardware or software in its interactions with Scienta which could potentially disrupt the normal operation of the Service and/or the Software, nor will it transmit data to Scienta which could potentially cause an unduly heavy load on Scienta's infrastructure due to their size or properties.
4. In addition, the Client also guarantees that it will not use the Service and its functionalities and/or the Software to:
   - download, transmit or disseminate any data containing viruses, worms, spyware, or malware, or any other similarly damaging applications;
   - perform any calculations, operations or transactions which could potentially disrupt the functionality of, or damage or limit in its functions, the Service, Software or an application, computer or telecommunications device or medium;
   - send spam, i.e. the unsolicited transmission of large amounts of email with the same content and/or the posting of messages with the same contents in large quantities in internet news groups on an unsolicited basis;
   - infringe on any third-party intellectual property rights (including, but not limited to, copyrights, trademark rights, rights under the 96/9 European Directive regarding the legal protection of databases, patent rights and design rights);
   - commit virtual theft;
   - engage in the illicit and/or criminal dissemination of secret or confidential information;
   - engage in the unlawful or criminal dissemination of text and/or audiovisual materials, including racist statements, pornography, criminal data traffic, offensive comments, and what are known as 'mail bombs';
   - engage in sexual harassment or otherwise harass other individuals;
   - engage in hacking, i.e. penetrating the Software/Service and/or other computers or computer systems on the internet without permission;
   - engage in destruction, damage or sabotage of systems or automated works and software belonging to third parties;
   - disseminate viruses or otherwise deliberately disrupt communications or data storage.
5. In addition to the previous section, client guarantees that they will not use the (functionalities of) the Service and/or the Software to perform personnel administration and similar applications, including, but not limited to registering absence, timesheets, payroll administrations and personnel files.
6. If Scienta has a reasonable suspicion that the Client has violated one of the restrictions/prohibitions listed in these general terms and conditions, Scienta will be authorised to take any measures it deems reasonably necessary to terminate such violation. Scienta will advise the Client of any measures taken; however, it will never be liable to pay any compensation as a result of these measures.
7. Client indemnifies and will keep Scienta harmless to any form of claim, charge or lawsuit off a third party in combination with (the contents of) the data traffic or the data which is posted or distributed by the Client, End users and/or third party via (the functionalities of) the Service and/or the Software

Article 11. Rates
1. The Client is required to pay compensation pursuant to the Agreement; this compensation depends on the relevant Service/number of End Users and is further specified in the Agreement.
2. This compensation will be payable regardless of whether the Client or End user uses the Service.

Scienta General Terms and Conditions

3. All prices are exclusive of service charges and exclusive of value-added tax (VAT) and other charges imposed or to be imposed by the government. Unless otherwise agreed between the Parties, all prices are quoted in euros, and the Client is required to make all payments in euros.

4. Scienta will be authorised to adjust the applicable prices and rates after a minimum of two (2) months following notification. If the Client does not wish to agree to such adjustments, it will be authorised to terminate the Agreement in writing within thirty (30) days following notification, by the date when the adjustment would have become effective. As such, the Client will not be entitled to cancel the Agreement in the event that the applicable prices and rates are adjusted, with due regard for the Index for Corporate Services or an equivalent criterion.

5. The agreed services may only be used by the Client in its own company or organisation and for a specific number or type of End Users or connections for which a license has been granted.

6. Scienta cannot be held liable for any price listings which are patently inaccurate, e.g. as a result of apparent data entry or printing errors. No rights can be derived from any inaccurate price information.

Article 12. Payment

1. Payment must always be made in the manner to be indicated by Scienta, within fourteen (14) days of the date of invoice.

2. In the event that the Client remains in default where the timely and/or complete payment of an invoice is concerned, the Client will be in default by operation of law. The Client will then be required to pay interest equivalent to 1.5% per month or portion of a month, unless the statutory commercial interest is higher, in which case the statutory commercial interest will be payable. Interest on the due and payable amount will be calculated from the time the Client is in default until the time of full payment of the amount due.

3. In the event that the Client remains in default or fails to fulfil its obligations in a timely manner, all reasonable expenses associated with out-of-court settlement will be borne by the Client. The out-of-court costs are equivalent to 15% of the amount outstanding, subject to a minimum of €125. However, in the event that Scienta has incurred higher expenses in collecting the amounts payable than would have been reasonably necessary, the actual expenses incurred will be eligible for compensation.

4. Scienta will be authorised to claim payment from the Client by reducing the costs, deduct it from the interest and, finally, from the principal sum and the current interest.

Article 13. Suspension and Rescission

1. The Client and Scienta are authorised at all times to terminate the Agreement with immediate effect in the event that the Client or Scienta:
   - becomes bankrupt, or files a petition for bankruptcy;
   - has been granted a moratorium or has submitted an application for a moratorium.

2. The situations specified in paragraph 1 must be supported by documentary evidence.

3. Scienta will be authorised to suspend fulfilment of the obligations or rescind the Agreement, in the event that:
   - the Client fails to fulfil the obligations under the Agreement or fails to do so completely or in a timely manner;
   - circumstances of which Scienta has become aware after signing the Agreement provide valid grounds for concern that the Client will fail to fulfil its obligations;
   - the Client, when entering into the Agreement, was requested to provide security for the fulfilment of its obligations under the Agreement and this certainty is not forthcoming or is insufficient;
   - as a result of a delay on the part of the Client, Scienta can no longer be required to fulfil the Agreement on the original terms.

4. In the event that the Agreement is rescinded, any claims of Scienta against the Client will be immediately due and payable. In the event that Scienta suspends fulfilment of the obligations, it will retain its claims under the law and the Agreement.

Article 14. Liability

1. Scienta will be exclusively liable for loss and damage arising from imputable failure on Scienta's part.

2. Scienta will only be liable for any imputable failure to comply with the provisions of an Agreement if the Client/End User provides Scienta directly with a written notice of default, including valid grounds and documentary evidence. To this end, Scienta must be granted a reasonable period to remedy the failure, whereby Scienta also continues to fail imputably in complying with its obligations after this period. The notice of default must contain a description of the failure that is as comprehensive and detailed as possible, so as to enable Scienta to respond in an adequate manner.

3. Scienta's total liability due to imputable failure to fulfil the Agreement is limited to compensation of direct loss up to a maximum of the amount stipulated for the Agreement (exclusive of VAT) for a period of one (1) year. In the event that the imputable failure pertains to loss suffered by an individual End User, the liability will be limited to compensation of that End User's direct loss up to a maximum of the amount of the price stipulated for the End User in the Agreement (exclusive of VAT) for a period of one (1) year. Under no circumstances, however, will the total compensation payable for the direct loss exceed an amount of €10,000 (ten thousand euros). Furthermore, Scienta's total liability is limited to the amount payable in this case under the business liability insurance purchased, plus the amount of the excess.

4. In the event of liability, Scienta will only be liable for direct loss or damage. Scienta accepts no liability for any direct, indirect and/or consequential loss or damage (including, but not limited to purely financial loss, lost profits, business interruption costs, loss of clients, arising from any delays, loss of data (including client data), goodwill, loss or damage arising from claims brought by End Users, clients of the Client, or the destruction or loss of data) other than direct financial loss suffered by the Client or End User.

5. The limitations described in the foregoing paragraphs of this article will be cancelled in the event that and to the extent that the loss or damage is the result of gross negligence or wilful misconduct on the part of Scienta or its management.

6. The Client indemnifies Scienta against any and all claims which third parties might bring against Scienta for compensation of loss and damage suffered, expenses incurred, loss of profits and any other expenses which are in any manner related to and/or arise from the performance of the Agreement by Scienta.

7. Scienta will not be liable for the substance of the Content and any outcomes of the application of this Content.

8. Scienta accepts no liability for any loss or damage of any nature whatsoever suffered by the Client or End User in connection with the temporary non-availability, temporary inaccurate availability, or limited availability of the Software or Service.

9. Scienta will not be liable for any loss or costs due to transmission errors, disruptions, technical malfunctions or non-availability of telecommunications facilities such as the internet.

10. Scienta will not be liable for any loss or damage of any nature whatsoever suffered by the Client/End User in connection with downtime, the operation or non-operation of the Software of the Client or End User or of any third parties, of hardware of the Client or End User, Scienta or any third parties, or of internet connections of the Client/End User, Scienta or any third parties.

11. Scienta accepts no liability for the inaccurate or incomplete transmission or late transmission or receipt of data stored at Scienta by means of the Software.

12. Scienta will not be liable for any damage to and/or loss of data caused by actions and/or failure on the part of the hosting provider.

13. Any claims for compensation brought against Scienta will lapse following the passage of a period of twelve (12) months since the claim was created.

Scienta General Terms and Conditions

Article 15. Force majeure

1. Scienta will not be liable to fulfil any obligations to the Client in the event that it is prevented from doing so as a result of a circumstance which cannot be attributed to guilt, nor on the grounds of a law, a legal act of generally accepted standards.
2. Force majeure is defined in these Terms and Conditions – in addition to the definitions assigned under the law and in case law – as all external causes, anticipated or non-anticipated, over which Scienta cannot exercise any control but which prevent Scienta from fulfilling its obligations. Force majeure includes in any event, without being limited to, government-imposed obligations which have an impact on the provision of the services over the internet; disruptions in systems forming part of the internet, disruptions in telecommunications, infrastructure, hacking, and the failure of electrical facilities. This provision applies not only to Scienta but also to the hosting provider whose services Scienta has engaged.
3. During the period of the force majeure event, Scienta will be entitled to suspend its obligations under the Agreement. In the event that this period lasts longer than two (2) months, either Party will be authorised to rescind the Agreement, without the obligation to compensate the other Party for the loss.

Article 16. Confidentiality and Personal Data

1. Unless it is required to do so under any statutory provision, regulation or other rule, Scienta will be required to maintain confidentiality towards any third parties regarding any confidential information obtained from the Client. The Client may choose to grant an exemption for this purpose. Information will be deemed to be confidential if it has been communicated by the other party or if this arises from the nature of the information.
2. Without the Client's prior written consent, Scienta will not be authorised to use the confidential information it has received from the Client for a purpose other than that for which it was obtained. However, an exception will be made in the event that Scienta is representing itself in disciplinary, civil or criminal law proceedings in which this information could potentially be important.
3. Scienta will process personal data belonging and/or relating to the Client as part of the performance of the Agreement. It will do so in accordance with the applicable laws and regulations, as well as its privacy statement, which is available from the Website.
4. Scienta distributes electronic newsletters to its Clients and End Users. Clients and End Users will be entitled to unsubscribe from this newsletter at any time.
5. As part of the provision of the Service, Scienta will also process personal data belonging to or relating to End Users. As far as this processing is concerned, Scienta qualifies as a data processor within the meaning of the Dutch Personal Data Protection Act (Verordening Gegevensbescherming (hereafter AVG)).
6. The Client warrants that it complies fully with the statutory obligations, including, but not limited to, the obligations under the Dutch Personal Data Protection Act AVG, and that it is authorised to engage the services of Scienta as a processor or sub-processor of the relevant personal data. The Client warrants that it is authorised to grant Scienta the right to engage the services of its own processors or sub-processors. The Client indemnifies Scienta fully against any and all third-party claims arising in any manner from, and/or relating to, the processing of personal data by Scienta and/or which are the result of the failure to comply with the above-mentioned guarantees by the Client.
7. Scienta will make every reasonable effort in its systems and the data transfer between the Client and Scienta to provide security against loss and/or against any form of unlawful use. Scienta will implement the appropriate technical and organisational measures for this purpose, taking into account the state of the art, the execution costs, as well with the nature of, the size, the context and the processors purposes and the risks for the rights and liberty's of those involved. The Client certifies that it has taken note of the measures implemented by Scienta and that it has established that these measures secure an appropriate security level in relation to the personal data being processed

8. Parties can make additional agreements on processing personal data in a separate DPA.

Article 17. Intellectual property rights

1. All intellectual property rights to the Service, Software, Websites, data files, hardware and other items developed pursuant to or provided under the Agreement, are vested exclusively in Scienta. The Client will obtain the user rights expressly assigned under these Terms and Conditions and the law. Any license accruing to the Client is non-exclusive and not transferable to third parties.
2. The intellectual property rights to the Content are vested in the Content Provider.
3. The Client will not be authorised to publish, copy, alter or decompile the Software and/or Content or apply reverse engineering thereto, unless and to the extent that mandatory law provides otherwise.
4. Unless otherwise agreed between the Parties in writing, the Client is not permitted to sell, rent out, alienate or grant limited rights to, the Software and Content or provide it to a third party in any manner whatsoever or for any purpose whatsoever, nor will the Client grant any third parties access to the Software, remote or otherwise.
5. The Client is not permitted to remove or alter any statements regarding the confidential nature or relevant copyrights, trademarks, trade names or any other intellectual or industrial property rights from the Software or Content.
6. Scienta is permitted to take any technical measures to protect the Software or with a view to agreed limitations in the duration of the right to use the Software (i.e. the license). The Client is not permitted to remove or evade any technical measures of this type.
7. The Client is not permitted to share the products with any third parties, other than to seek an expert opinion regarding Scienta's operations.
8. Scienta is entitled to use the knowhow it has accumulated as a result of an Agreement for other purposes, provided that no strictly confidential information relating to the Client is shared with any third parties.
9. In the event of failure to comply with the provisions of this article, the Client will be liable to pay a €10,000 (ten thousand euro) fine for each violation or for each day, including a portion of each day, notwithstanding any other rights which could potentially be enforced by Scienta.

Article 18. Communications

1. Communications between the Client and Scienta can be conducted in electronic format, unless otherwise provided for in agreements signed with the Client, in these Terms and Conditions or under the law. The version stored by Scienta of the relevant communication will serve as evidence of this, unless the Client provides evidence to the contrary.
2. Electronic communications between Scienta and the Client will be deemed to have been received on the date of dispatch, unless the Client provides evidence to the contrary. If the communication has not been received due to delivery and/or accessibility problems relating to the Client's email inbox, this will be at the Client's expense, also if the email inbox is held by a third party.

Article 19. Applicable Law and Terms and Conditions

1. All Agreements entered into between the Client and Scienta are exclusively subject to Dutch law. Any applicability of the Vienna United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) is excluded.
2. Any disputes which might arise between the parties in connection with the Agreement or in relation to additional agreements resulting therefrom, will be settled by means of arbitration by the DigiTrage foundation, with its registered office in Utrecht.
3. This procedure is conducted through the website www.digitrage.nl in accordance with the Procedural Regulations of the DigiTrage foundation. These Procedural Regulations have been published on the above-mentioned website. The Procedural Regulations can also be requested from Scienta and form part of this Agreement.

Scienta General Terms and Conditions

4. Each Party will also be entitled to contact the competent court, as long as the dispute has not been referred to the DigiTrage foundation.

5. In the event that Scienta refers a dispute to the DigiTrage foundation, but the Client prefers to bring proceedings before a civil court, the Client must have communicated this in writing within one month following submission. This provision applies only to Clients who have signed the Agreement in their capacity as a consumer.

6. These Terms and Conditions have been filed with the Chamber of Commerce under number 08118746 and will be sent by Scienta free of change.

7. The most recently filed version or the version applicable at the time the legal relationship with Scienta was established is always the applicable version.

8. The Dutch version of these Terms and Conditions will determine their interpretation.